King County

Department of Executive Services Finance and Business Operations Division Procurement and Contract Services Section 206-684-1681 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: SEPTEMBER 28, 2006

Invitation to Bid (ITB) Title: Operations and Maintenance of West Point

Treatment Plant Fire Alarm System

ITB Number: 06-108OB

Due Date: October 17, 2006 - 2:00 p.m.

Buyer: Ovita Bonadie, ovita.bonadie@metrokc.gov, 206-684-1055

PRE-BID CONFERENCE

Date: October 11, 2006

Time: 1:00 p.m.

Location: West Point Treatment Plant, 1400 Utah Street, West, Maintenance Bldg. Facility #702, Seattle, WA, 206-263-

We acknowledge that Addenda numbered

SEDB/DBE Certification Number

3800.

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue

have been examined as part of the

Seattle, WA 98104-1598

Office Hours: 8:00 a.m. – 5:00 p.m.

Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.						
Company Name						
Address		City/State /Postal Code				
Signature	Print name and title					
Email	Phone	Fax				

to

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Introduction

This Invitation for Bid will result in an annual contract agreement for the Operations and Maintenance Services of the West Point Treatment Plant Fire Alarm System. Section 5 Technical Specifications will identify the Summary of Work and all pertinent information regarding the requirements of this bid. Vendors are cautioned to read the Technical Specifications carefully.

By signing this Contract, King County does not guarantee that the Contractor will receive any orders for the goods or services. In addition, King County is not giving the Contractor the exclusive right and legal obligation to fill all of the County's needs for the goods and services described in this Contract. King County reserves the right to contract with any other entity for the goods or services described herein.

1.2 Bid Submittal Procedure

The original and (2) copies of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfg_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access **Contact Us > Registration Form**. Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for

additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: http://www.metrokc.gov/procurement/fag/supplier.aspx.

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SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – "King County Contracting Opportunities Program". The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required
- the character, integrity, reputation, judgment and efficiency
- financial resources to perform the Contract properly and within the times specified,
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims
- compliance with federal, state and local laws and ordinances relating to public contracts
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

2.5 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- Equal Benefit Worksheet and Declaration Form
- Personnel Inventory Report*
- Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*
- Statement of Compliance Union or Employee Referral Agency Statement*
- Internal Revenue Service Form W-9 *
- Certificate of Insurance and Endorsement * Have Insurance Agent e-mail or Fax to Buyer
 evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of
 insurance set forth in this ITB.
- *If not on file with the County

2.6 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.7 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.8 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the

County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.9 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- · Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
 - The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services

Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manger. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in the paragraph above, shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18.

3.21 Equal Benefits To Employees With Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: http://www.metrokc.gov/procurement/forms/eb.aspx.

3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$ 65,000.00 King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be three year and may be extended for seven (7) additional oneyear periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.5 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.6 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.7 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) Month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.8 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.9 Non-Disclosure Obligation

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the pubic without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.10 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4.11 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

4.12 Labor Standards

Prevailing Wages

The Work under this Contract is subject to the minimum wage requirements of Chapter 39.12 Revised Code of Washington (hereinafter "RCW"), as amended or supplemented. The Contractor, each of its subcontractor(s) and other Person(s) doing any Work under this Contract Shall pay laborers, workers or mechanics not less than the prevailing rate of wage for an hour's Work in the same trade or occupation in the locality within the State of Washington where such labor is performed. Wages and benefits higher than the minimums required by law may be paid. In the event rates of wages and benefits change while this Contract is in force, the Contractor Shall bear the cost of such changes and Shall have no claim against the County on account of such changes.

The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may by accessed on the internet at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp.

4.13 Labor Harmony

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

SECTION 5 - TECHNICAL SPECIFICATIONS SECTION 01010 SUMMARY OF WORK

5.1 GENERAL

5.1.1 Project Overview

- A. This contract is to establish service and maintenance for the Fire Protection System at King County's West Point Treatment Plant. The Fire Protection System is comprised of four distinct subsystems functioning globally to provide protection against fires and/or fire hazards. The four supporting subsystems are defined as follows:
 - 1. Detection

The Detection System includes, but is not limited to, the following components:

- a. smoke detectors
- b. heat sensors
- c. propane leak detectors
- 2. Protection

The Protection System includes, but is not limited to, the following components:

- a. pull stations
- b. horns
- c. alarms
- d. strobe lights
- e. door holders
- 3. Alarm Communication

The Alarm Communication system includes, but is not limited to, the following components:

- a. central fire alarm control panel
- b. graphics fire alarm control panel
- c. local fire alarm control panels
- d. area control panel
- 4. Suppression

The Suppression System includes, but is not limited to, the following components:

- a. wet-pipe system
 - 1.) sprinklers
 - 2.) water flow switches
 - 3.) check valves
 - 4.) pressure gauges

- 5.) drains
- 6.) control valves
- 7.) tamper switches
- 8.) deluge valves
- b. dry-pipe system
 - 1.) sprinklers
 - 2.) air compressors
 - 3.) check valves with drains
 - 4.) solenoid valves
 - 5.) strainers
 - 6.) manual pull stations
 - 7.) control valves
 - 8.) tamper switches
- B. Service and maintenance work of the plant-wide Fire Protection System will be performed at King County's West Point Treatment Plant at the following facilities:
 - 1. Administration Building
 - 2. Raw Sewage Pump Building, adjacent oil storage and lower level or "Dungeon"
 - 3. Propane Storage Area
 - 4. Effluent Pump Building
 - 5. Solids Handling Building
 - 6. Influent Control Structure
 - 7. Chlorine Handling Building
 - 8. Maintenance Building
 - 9. Oxygen Generation Building
 - Facility Services Building

5.1.2 Work Under this Contract

- A. The work under the Fire Protection System Service Contract consists of the provision of all labor, materials, parts, tools, and equipment necessary to perform preventive maintenance and servicing of all fire alarm equipment, control panels, and associated field instruments to the plant-wide Fire Protection System.
- B. Specific work items include, but are not limited to the following:
 - 1. Development of annual work program plan.
 - 2. Provide required/specified testing.
 - 3. Routine scheduled inspections and servicing of equipment.
 - 4. Equipment cleaning, inspection and repair.
 - 5. Emergency modifications and repairs.
 - Documentation of maintenance activities.

- C. The work shall be performed in accordance with the Contract and the approved annual work program plan developed by the Contractor in accordance with Section 15330, Fire Protection System Maintenance Program.
- A. Periodic work under this contract will also include approximately 10 to 30 hours of Computer-Aided Design (CAD) every 2-3 years for labor with changes and up-dates of all overhead smoke detectors on the following Zone Location Drawings: 2701; 2702; 2703; 2704; 2705; 2706; 2707; 2708; 2709; 2710; 2711; 2713; 2714A; 2714B (see Appendix A). The CAD industry standard for smoke detectors will be used for all smoke detectors. The rate shall be added to Pricing Sheet, Item D.

5.1.3 Activities at or Near the Project Site

Other contractors and King County staff will be working at or near the project site. The Contractor shall schedule and coordinate its work to avoid conflict with or delay to the other parties. Particular care shall be taken to avoid road closures.

5.1.4 Permit and License Exceptions

It shall be the responsibility of the contractor to obtain any permits and/or licenses required to perform this work.

5.1.5 Coordination with King County

The Contractor shall coordinate with King County's Maintenance Planner/Scheduler or Maintenance Supervisor in order to minimize the impact of the work under this contract on the operation and maintenance of the West Point Treatment Plant.

SECTION 15330 FIRE PROTECTION SYSTEM MAINTENANCE PROGRAM

5.2 GENERAL

5.2.1 Work Included

- A. Supply all labor, materials, parts, tools, and equipment necessary to service and maintain the Fire Protection System and control panels listed herein such that the Fire Protection System is in functional working order according to the Manufacturers' recommendations and as specified in this Section.
- B. Provide preventive maintenance, component replacement, and repair of the Fire Protection System and control panels for the units listed herein, so that they will continue to operate efficiently as designed. The work is summarized as follows:
 - Development of an approved annual work program plan that describes the kind and amount of work to be done for successful maintenance of the Fire Protection System and fire alarm control panels.
 - Conduct routine checklist-guided inspections and servicing of each item of equipment.
 Check detectors, sirens, alarms, batteries and all indicators, and perform other prescribed preventive maintenance adjustment of components at the Manufacturers' recommended service interval. Preventive maintenance work shall include provision of all equipment and or material needed.
 - 3. Perform scheduled shutdowns of equipment for cleaning, inspection, and repair during periods approved by King County to minimize impact to operations.
 - 4. Perform unscheduled shutdowns of equipment and control systems for emergency modifications and repairs when requested by King County.
 - 5. Provide documentation of maintenance activities on approved work order forms describing the condition of the system, equipment, and/or device prior to servicing, the work performed, and the condition of the system, equipment and/or device after servicing.
- C. Pressure Relief Valve Maintenance and Testing Locations/Certifications;
 - 1. Work shall be performed by a contractor that is certified by the City of Seattle Fire Department. Work shall meet the requirements of NFPA 25 see;
 - Appendix A for Panel Locations, Zone Locations, Fire Protection Devices.
 - Appendix B for Sprinkler Room and Area Location.
 - Appendix C for PRV Maintenance & Testing Locations
 - Appendix D Manufacturer's List.
 - Appendix E for Solids Handling Facilities & Raw Sewage Handling Facilities.
 - Appendix F for King County Holiday Schedule.
- D. The Contractor shall develop for King County an individual notebook for each fire alarm control panel which will list and describe the zone, section, and detector location associated with each fire alarm panel.

E. The contractor will update the floor plans to reflect each area, zone, section, and detector at the WPTP Facility.

5.2.2 Safety and Responsibility

The Contractor shall accept full responsibility for acts of its personnel while they are on King County's property. King County shall be held harmless in the event of damage to the Contractor, third parties, all personnel, and their facilities and/or equipment due to acts caused by the Contractor's personnel and equipment.

5.2.3 Manufacturers' Maintenance Recommendations

- A. The Manufacturers' maintenance recommendations, as contained in the Operation and Maintenance Manual for the various items of equipment, are available for reference from the Planner/Scheduler.
- B. Unless specified otherwise, the Manufacturer's Operation and Maintenance Manual defines the type and frequency of scheduled maintenance requirements for each item of equipment and component. Those written procedures and instructions, together with the requirements of this Section, shall be considered the minimum level of service to be given by the Contractor.

5.2.4 Equipment to be Serviced and Maintained

A. The contractor shall perform specified maintenance services on the fire alarm control panels listed in the following table, and shall also maintain all sustaining equipment, field control devices, and operating systems associated with each panel listed below:

Equipment No.	Description	<u>Building</u>	Dwg. No.
FACP2701	Central Fire Alarm Control Panel	Admin.	2701
FACP2702	Graphic Fire Alarm Control Panel	Admin.	2702
FACP2703	Local Fire Alarm Control Panel	Solids	2703/FA1501A; FA1503H
FACP2704	Local Fire Alarm Control Panel	Cl Hand.	2704
FACP2705	Local Fire Alarm Control Panel	Maint.	2705
FACP2706	Local Fire Alarm Control Panel	EPS	2706
FACP2707	Local Fire Alarm Control Panel	Oxy. Gen.	2707
FACP2708	Local Fire Alarm Control Panel	Fac Serv.	2708
FACP2709	Local Fire Alarm Control Panel	ICS	2709
FACP2710	Local Fire Alarm Control Panel	Raw Sewage	2710/FA0410E;FA0409E
FACP2711	Local Fire Alarm Control Panel	Admin	2711
FACP2713	Local Fire Alarm Control Panel	Solids	2713/FA1508E
FACP2714	Propane Deluge Local FACP	Raw Sewage	2714A & 2714B

- B. Items listed under the various column headings of the table are defined as follows:
 - Equipment Numbers ("Equipment No.") and Descriptions are labeled on each item of equipment. Those Equipment Numbers and Descriptions shall be referenced by the Contractor on all work orders, reports, and communications related to the equipment being serviced.
 - 2. A list of the referenced original installation contract drawings is included in Appendix A, at the end of this section. Drawing numbers where the equipment location is shown are provided in the table under the column heading "Dwg. No."; e.g. FA0117A.
 - 3. The location of various buildings on plant grounds are indicated under the heading "Location". The following abbreviations are used:

Admin:	Administration and Operations Center	Facility 701
ICS:	Influent Control Structure	Facility 703
Maint:	Maintenance Building	Facility 702
EPS:	Effluent Pump Station	Facility 707
Raw Sew:	Raw Sewage Pumping	Facility 704
OGADS	Oxygen Generation & Dissolution Building	Facility 711
CI Hand:	Chlorine Handling Building	Facility 713
Solids:	Solids Handling Building	Facility 715
Fac Serv:	Facility Services Building	Facility 718

5.2.5 Submittals

- A. Provide a one-time only written plan, for approval by the County, for an annual work program that describes the kind and amount of work that must be done to properly and successfully maintain and service the Fire Alarm Control Systems covered in this section. The plan must be submitted no later than 45 days after Notice to Proceed (NTP). The plan shall include:
 - 1. Inventory the equipment and environmental control system components to be maintained. This inventory should be conducted no later than 45 days after Notice to Proceed (NTP).
 - 2. Description of service levels and time intervals between regular service for each inventory item.
 - 3. Schedule of plant visits for routine preventive maintenance.
 - 4. Submit calendar of Scheduled Maintenance Services, which satisfy the requirements of the equipment manufacturer, and this Section.
 - 5. Submit Maintenance Checklists for approval by the Planner/Scheduler or Maintenance Supervisor, applicable for the Fire Alarm panels and other Fire Alarm equipment to be maintained.

- 6. Submit a plan detailing how the floor plans will be updated to reflect areas, zones, sections, and detectors, and how much AutoCad time and expense this task will take.
- 7. Submit a sample notebook that details all the area, zone, section, and detector information that will be required for each alarm panel.
- 8. Submit a listing of what procedures the contractor will be using to test the equipment and the procedures the manufacturer recommends for testing.
- B. Submit component checklist for approval by King County, applicable for each type of equipment to be maintained. Checklists shall incorporate all maintenance recommendations of the Manufacturer and the requirements of this Section. When approved, the checklists shall be used in performing routine service and maintenance.
- C. Submit Equipment Service Work Order Form for approval by the Planner/Scheduler or Maintenance Supervisor, applicable to all maintenance services to be performed. When approved, the form shall be used to record all work done in servicing each equipment item. As a minimum, the form shall identify the equipment items tag number and description, the date and duration of the service performed, the individual(s) who performed the work, and any other information needed to adequately describe the work performed and to support payment for the work performed. The form shall also provide spaces for reporting conditions found with the equipment prior to service, a description of the work performed, parts and consumables used, and the condition of the equipment after service. A copy of each completed Work Order shall be furnished to the Planner/Scheduler at the time maintenance and repair work is performed. Invoicing should be completed within four weeks and sent to the Planner/Scheduler after the work has been performed.
- D. Submit a Payment Schedule of Values to the Planner/Scheduler detailing the month, week, maintenance type; and weekly total expended for maintenance tasks completed.
- E. The contractor shall submit all signed and completed checklists required by the City of Seattle Fire Department directly to the Fire Department with a copy sent to the King County West Point Planner/Scheduler.
- F. The Contractor must account for billable time by indicating work order number contract number, and equipment number being serviced/maintained.
- G. All invoices must show the King County contract number; labor hours incurred; a list of parts used for repair, and a detailed description of the work/maintenance performed. No invoices will be accepted for payment with inadequate or incomplete information.
- H. The Contractor will submit invoices for approval to the Planner/Scheduler.
- I. Invoices will be submitted for payment no later than four weeks after the maintenance/or repair has been performed.
- J. A single one time only invoice for an inventory and work plan will be submitted for approval no later than 2 weeks after the plan and inventory are due (45 days after NTP)

5.2.6 Standards, Specifications and Codes

A. Work by the Contractor shall be in accordance with applicable local laws and ordinances, State and Federal laws, and the latest editions of applicable codes and standards, including, but not necessarily limited to the following:

Reference	<u>Title</u>
NEC (NFPA 70)	Natl. Fire Protection Association, "National Electrical Code"
NFPA 25	Natl. Fire Protection Association, "Inspection, Testing, and Maintenance of Water Based Fire Protection Systems"
NFPA 72	Natl. Fire Protection Association, "Protective Signaling System"
NFPA 72E	Natl. Fire Protection Association, "Automatic Fire Detectors"
NFPA 101	Natl. Fire Protection Association, "Life Safety Code"
UBC	Uniform Building Code
WAC 296	Washington Administrative Code, Department of Labor & Industries

5.2.7 Hours of Work

- A. Routine maintenance and repair work shall be performed on a straight-time shift basis regardless of the time of day, up to a maximum of eight (8) hours per day. The Contractor's normal work hours on a straight-time basis shall be adjusted to support the WPTP plant operating schedules within the core hours of 6:00 a.m. and 4:30 p.m. Travel time expended to arrive at site will not be billable time. Work in excess of eight (8) hours per day per technician, when authorized in advance by the Maintenance Supervisor or Planner/Scheduler will be paid at the overtime rate established in the bid.
- B. Emergency repairs performed during the core hours stated above shall be billed on a straight time shift basis. Travel time expended to arrive at the site will not be billable time. Additional hours billed beyond eight (8) hours per day per technician, or for hours which are outside the core hours stated above, may be billed at the overtime hourly rate established in the bid, if approved in advance by the Maintenance Supervisor or Planner/Scheduler.
- C. The contractor will not schedule maintenance and operation work on equipment at WPTP during designated King County holidays. (See Appendix F). Any work performed during these days must be pre-approved by the Maintenance Supervisor or the Planner/Scheduler and will be considered on a priority or emergency basis only.

5.2.8 Scale of Escalation

- A. The Contractor shall utilize and enforce an automatic escalation process, which is activated when any reported critical equipment (or major equipment); problem is not resolved within four hours. The escalation process will involve assistance from the next high level of technical staff, and Contractor management, if required.
- B. The Contractor will be responsible for 24-hour, 7-day a week (24/7/365 operation) repair service for the period of the contract. Including King County Official Holidays.
- C. Response time will not exceed four hours (4) for all repairs. Response time is defined as the amount of time from King County's initial contact with the Contractor.
- D. The Contractor must have the ability to obtain required parts or possesses on-hand stock to facilitate quick resolution of malfunctions and repairs.

5.3 PRODUCTS

5.3.1 General

- A. Replacement components used in maintenance and repair of equipment and controls shall match those used by the Original Equipment Manufacturers (OEM) and/or recommended by the Manufacturers in the Operation and Maintenance Manuals. These manuals can be obtained from the Planner/Scheduler.
- B. Where the foregoing general requirement is not achievable due to schedule constraints, unavailability of parts, impracticality of matching because of improvements in technology, or unreliability, then components of equivalent or better, quality, and reliability may be substituted provided approvals for such substitutions are obtained from the Planner/Scheduler or Maintenance Supervisor.

5.3.2 **Spare Parts and Supplies**

A. A.The Contractor shall maintain sufficient quantities of commonly used spare parts, control devices, and other supplies in stock at its dispatch center and shops, and on board its maintenance vehicles, which can be readily available for servicing and repairing the equipment and controls covered by this Contract. Additional and replacement spare parts conforming to these specifications shall be obtained by the Contractor and furnished for installation as necessary.

5.4 EXECUTION

5.4.1 Notification and Response

- A. The Contractor shall notify King County's Planner/Scheduler at least 24-hours prior to each service call for routine maintenance or scheduled shutdown to verify that scheduled equipment and control maintenance and/or repair can be made as planned.
- B. King County's Planner/Scheduler will notify the Contractor at least 24 hours prior to a requested service and/or repair to equipment and controls, or whenever a scheduled shutdown of the systems must be coordinated with King County's Plant Operations, so that any deferred maintenance or other work can be performed. Duration of the shutdown will be defined at that time. Whenever such advance notice exceeds 24 hours, the Contractor shall call King County's Planner/Scheduler 24 hours prior to arrival for confirmation.
- C. The Contractor shall dispatch trained repair technician(s) to arrive on site within 4 hours after receipt of direct voice communication of an emergency repair order from King County's Planner/Scheduler. The Contractor will provide specially trained technicians that can provide routine maintenance, diagnostics, and emergency repair service on the jobsite, and capable of keeping the Fire Alarm Control Systems operating efficiently, as designed.

5.4.2 Maintenance, Repair and Documentation

- A. The Contractor shall provide all labor, tools, equipment, and materials, and perform all work in accordance with these Specifications and applicable recommendations of the Manufacturers.
- B. Routine maintenance shall be done using a specially prepared checklist for each piece of equipment, Fire Alarm Control Panel (FACP), and related system control devices as applicable. The Contractor shall follow the Manufacturers' instructions for maintenance, repair of equipment, and component replacement.
- C. A Work Order shall be prepared for each item of equipment, FACP, and system control device serviced and/or repaired, at the time the work is performed. Contractor's technician shall identify the following when service is provided:

- 1. name of the equipment
- 2. tag number
- 3. time service was provided
- 4. duration of those services
- 5. name(s) of the technician(s) doing the work.
- D. Additionally, the technician must record the condition of the equipment, FACP, and system control device as found prior to maintenance and repair. Record parts and supplies used, if any, the condition of the equipment, FACP, and system control device immediately after servicing or repairing. After component repairs or maintenance service have been performed, check to ensure that the related or affected system(s) functions properly, and make any other necessary repairs or adjustments prior to leaving the plant. The Contractor shall notify King County's Planner/Scheduler of any observed malfunction of equipment or system components, which are not covered by this specification. One copy of each completed Work Order shall be furnished to King County's Planner/Scheduler on the day the work is performed.

5.4.3 Component Repair/Replacement

A. Perform preventive maintenance to Fire Alarm equipment as recommended by the Manufacturer and as specified herein. Refer to the Manufacturers' Operation and Maintenance Manuals. When necessary, repair or replace damaged or worn components so that the equipment will operate reliably and at optimum efficiency. Identify components, which may become obsolete or unreliable, and obtain approval from King County's Planner/Scheduler to replace those components in advance of component failure or degradation of efficiency. Notify King County's Planner/Scheduler of malfunctions of interconnected equipment and control devices remote to the fire alarm equipment which are not a part of the Contractor's responsibility for maintenance.

5.4.4 Control Panels

- A. General: Maintain, adjust, calibrate, and/or repair all fire alarm control panel power, parts, devices, and components so that they function efficiently and accurately as intended. When necessary, repair or replace damaged or worn components so that the fire alarm control panels will operate correctly and reliably. Identify components associated with the fire alarm control panels (FACPs) which may become obsolete or unreliable, and obtain approval from King County's Planner/Scheduler to replace those components in advance of component failure or degradation of efficiency. Notify King County's Planner/Scheduler of any noted malfunctions of interconnected equipment and control devices, such as duct detectors, which are not a part of the Contractor's responsibility for maintenance.
- B. Power and Wiring: Maintain all fire alarm control system power and control wiring, including their terminal connections at the FACPs, and to remote field sensing and control devices and their associated components.
- C. Fire Alarm Control Panels: Maintain the integrity of listing and labeling authorities in the event modifications are required to the control panels. Verify that all controllers and panel mounted transformers, digital indicators, timers, relays, power and control switches, push buttons, lamps and indicating devices, terminal blocks, and other fire alarm control panel components are functioning properly and accurately as intended.
- D. Fire Alarm Control Field Devices: The Contractor shall be responsible for checking, setting, adjusting, repairing, replacing, and maintaining remote fire alarm control field devices.

5.4.5 Suppression Systems

A. The sprinkler system shall be maintained in accordance with the requirements of NFPA 25.

B. The following table is indicative of the type and location of all Suppression Systems existing plantwide:

Suppression System Table

Building	Room/Area	System Type	Hazard Rating
Administration and Operations Center	All except rooms: 0128, 0129, 0131, 0132, 0130, 0152, 0153, 0160	Wet pipe	Light Hazard Occupancy
Administration and Operations Center	Laboratory Rooms: 0128, 0129, 0131, 0132,	Wet pipe	Ordinary Hazard Group 2
Administration and Operations Center	Computer and Software Modifications and Control Rooms: 0152,0153, 0160	Dry pipe	Light Hazard Occupancy
Maintenance Building	Receiving/Load Dock Area	Dry pipe	Ordinary Hazard
Maintenance Building	All (except those list below for more stringent design)	Wet pipe	Light Hazard
Maintenance Building	Electrical repair and storage, secure storage, general storage	Wet pipe	Ordinary Hazard Group 2
Facility Services building	All (except those list below for more stringent design)	Wet pipe	Light Hazard
Facility Services building	Landscape shop	Wet pipe	Ordinary Hazard Group 2
Facility Services building	Paint shop	Wet pipe	Extra Hazard Group 2
Effluent Pump Station	Heavy maintenance, machine shop	Wet pipe	Ordinary Hazard Group 2
Effluent Pump Station	Welding shop	Wet pipe	Ordinary Hazard Group 3
Solids Building	Polymer feed area room 102, ferric chloride storage room 107	Wet pipe	Ordinary Hazard Group 3
Solids Building	Sludge truck loading area, sludge truck staging area, drive-through	Dry pipe	Ordinary Hazard Group 3
Oxygen Generation Building	All except: Absorber vessel room	Wet pipe	Ordinary Hazard Group 1
Oxygen Generation Building	Absorber vessel room	Wet pipe	Ordinary Hazard Group 3
Raw Sewage Pumping	Propane Storage Area	Wet pipe	N/A
Chlorine Handling Building	Chlorinator room, chlorine storage room, fan room	Wet pipe	Ordinary Hazard Occupancy

C. Drawings of all rooms and areas in the above table are located in Appendix B.

5.4.5 Pressure Reducing Valves (PRV)

A. Pressure reducing valves shall be maintained in accordance with the Maintenance and Testing information referenced in Appendix C. Drawings depicting the location of the PRVs are also presented in Appendix C.

5.5 Manufacturers List

Appendix D is the Manufacturers list of equipment

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

The bid price shall include all work i.e. (labor, tools, equipment) to provide operations, maintenance and service of the system located at West Point Treatment Plant for the initial period of three years on a quarterly basis. Detailed sheets for Quarterly Pricing for items A and B is included and shall be submitted with bid.

Item D (Computer Aided Design Service) CAD cost are not to be included in prices for items A and B.

Item C Technician Rate shall be identified but will not be used in evaluation, however the rate must be firm.

Bids meeting all requirements of this ITB will be evaluated on the lowest price for items A, B, and D to determine the lowest responsible, responsive bid. See 6.4 Pricing.

6.2 Subcontractors

Submit with bid a list of sub-contractors and the function you plan to use for the Work.

6.3 Prompt Pay Discount

Prompt payment discounts offered by bidders shall be used to calculate the low bid provided the discount offered allows a minimum of Net 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

۸	The date printed of	on the invoice is more	than thron days	corlier than the	invoice receipt date:
Λ.	The date printed t		: man milee days	eaniei man me	involce receipt date,

		invoice correction	

C.	An invoice is received pr	rior to rece	iving goods orde	ered.
Pron	npt pay discount offered	% -	Days, Ne	et

6.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Item#	Estimated Qty	Description		Extended Price
A.		Total Price to perform all work described in ITB 06-180 for the Initial Contract Period of 3 years.		\$
	•	*Payment schedule of values identifying the basis for this Total Price is attached. This attachment will form the basis for payment of each routine preventative maintenance visit.	· · · · · · · · · · · · · · · · · · ·	•
	:	Price is to remain firm fixed for the initial Contract Period.		
B.		The following is requested for fixed Quarterly Cost for Three additional potential extension periods:		
		Total Price for year 4		
		Total Price for year 5		
		Total Price for Year 6		
		Grand Total for A and B		\$
C.		Technician rate for Information only:		
	100 hours	Technician hourly straight time rate \$ per hour		
	30 hours	Technician hourly overtime rate \$ per hour		
D.	30 hours	Computer Aided Design Service (CAD)	Hr	\$
		Grand Total for A, B and D		\$
		7	otal	\$

West Point Treatment Plant

*Annual Fire Inspection ITB No. 06-180

Detailed Quarterly Cost for Initial Contract Periods

Year	2007	2008	2009
Jan			
Feb			
Mar			
1st Qtr Total			
Apr			
May			
June			
2nd Qtr Total			
July			
Aug			
Sept			
3rd Qtr Total			
Oct			
Nov			
Doc			
4th Qtr Total			
Yearly Grand Total			

West Point Treatment Plant *Annual Fire Inspection ITB No. 06-180 Detailed Quarterly Cost for Extension Periods

Year	2010	2011	2012
Jan			
Feb			
Mar			
1st Qtr Total			
Apr			
May			
June			
2nd Qtr Total			
July			
Aug			
Sept			
3rd Qtr Total			
Oct			
Nov			
Doc			
4th Qtr Total			
Yearly Grand Total			

6.5 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name:	Company Name:	
Company Address:	Company Address:	
Company Phone:	Company Phone:	
Contact Person:	Contact Person:	
Size of Alarm system	Size of Alarm system	
Value of yearly work	Value of yearly work	
Number of years maintaining system:	Number of years maintaining system:	
Company Name:	Company Name:	
Company Address:	Company Address:	
Company Phone:	Company Phone:	
Contact Person:	Contact Person:	
Size of Alarm system	Size of Alarm system	
Value of yearly work	Value of yearly work	·
Number of years maintaining system:	Number of years maintaining system:	

APPENDIX A

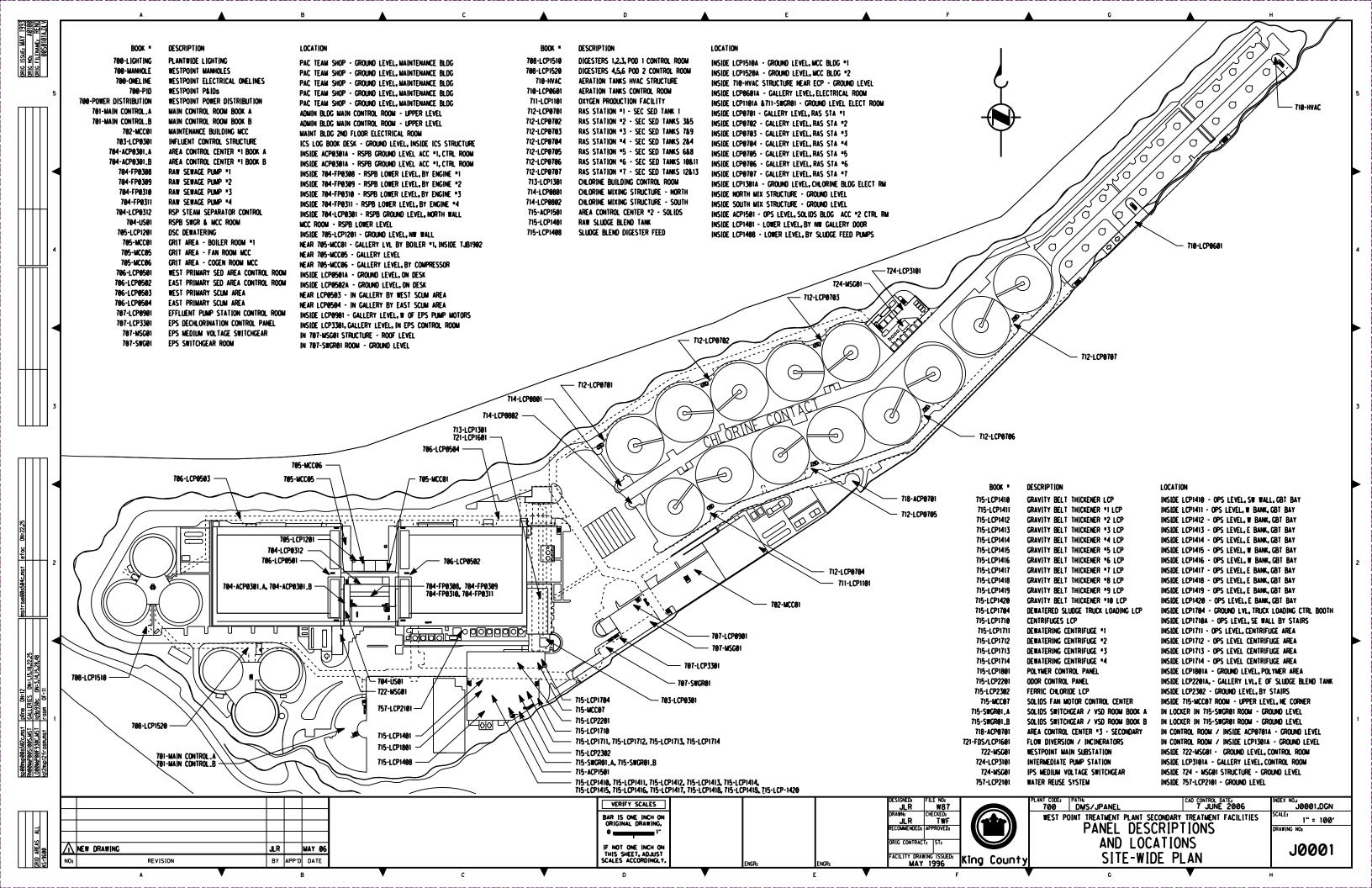
Panel Locations Zone Locations Fire Protection Devices

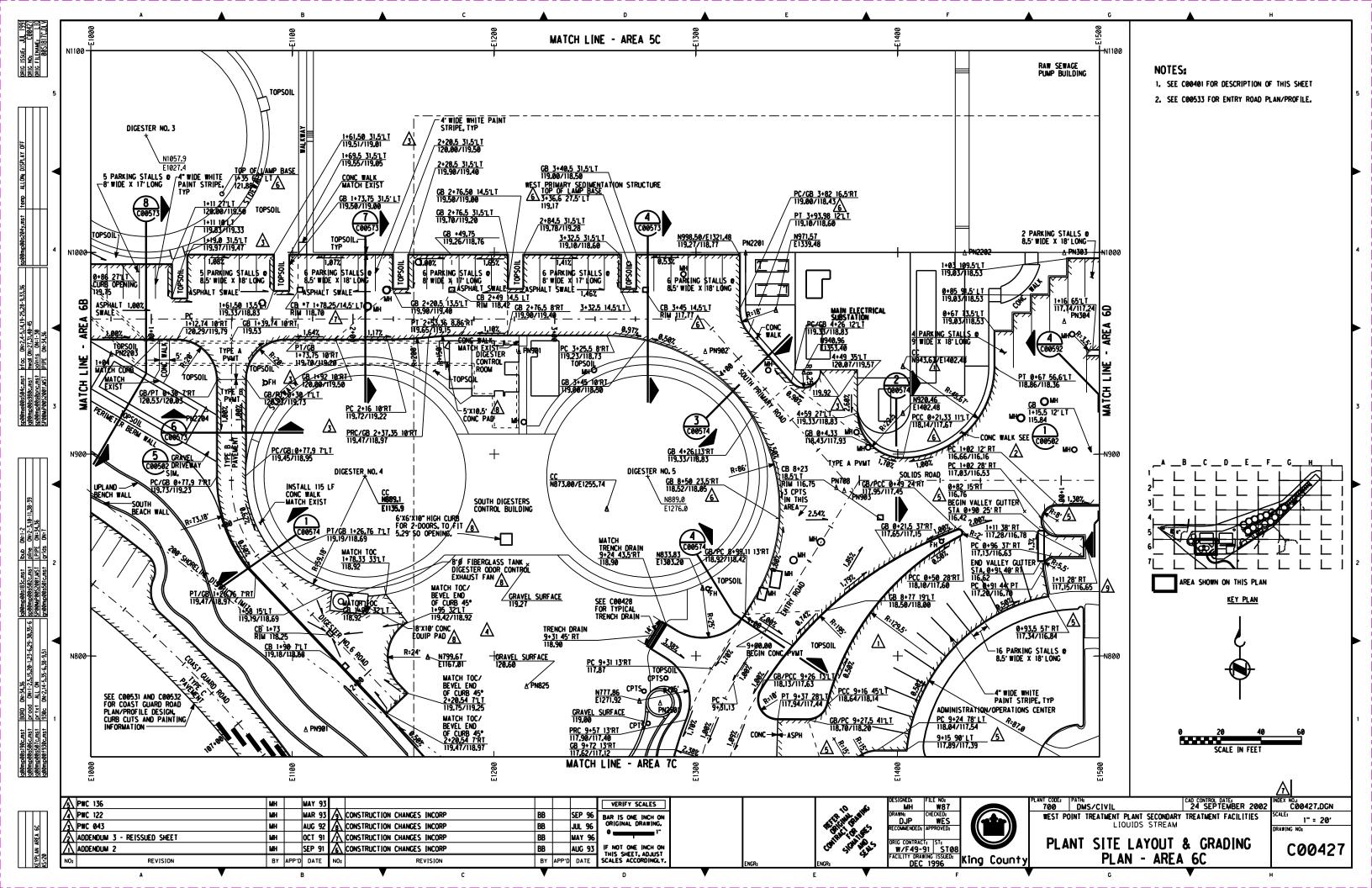
APPENDIX B

Sprinkler Room & Area Location

APPENDIX C

PRV Maintenance and Testing PRV Locations





APPENDIX D

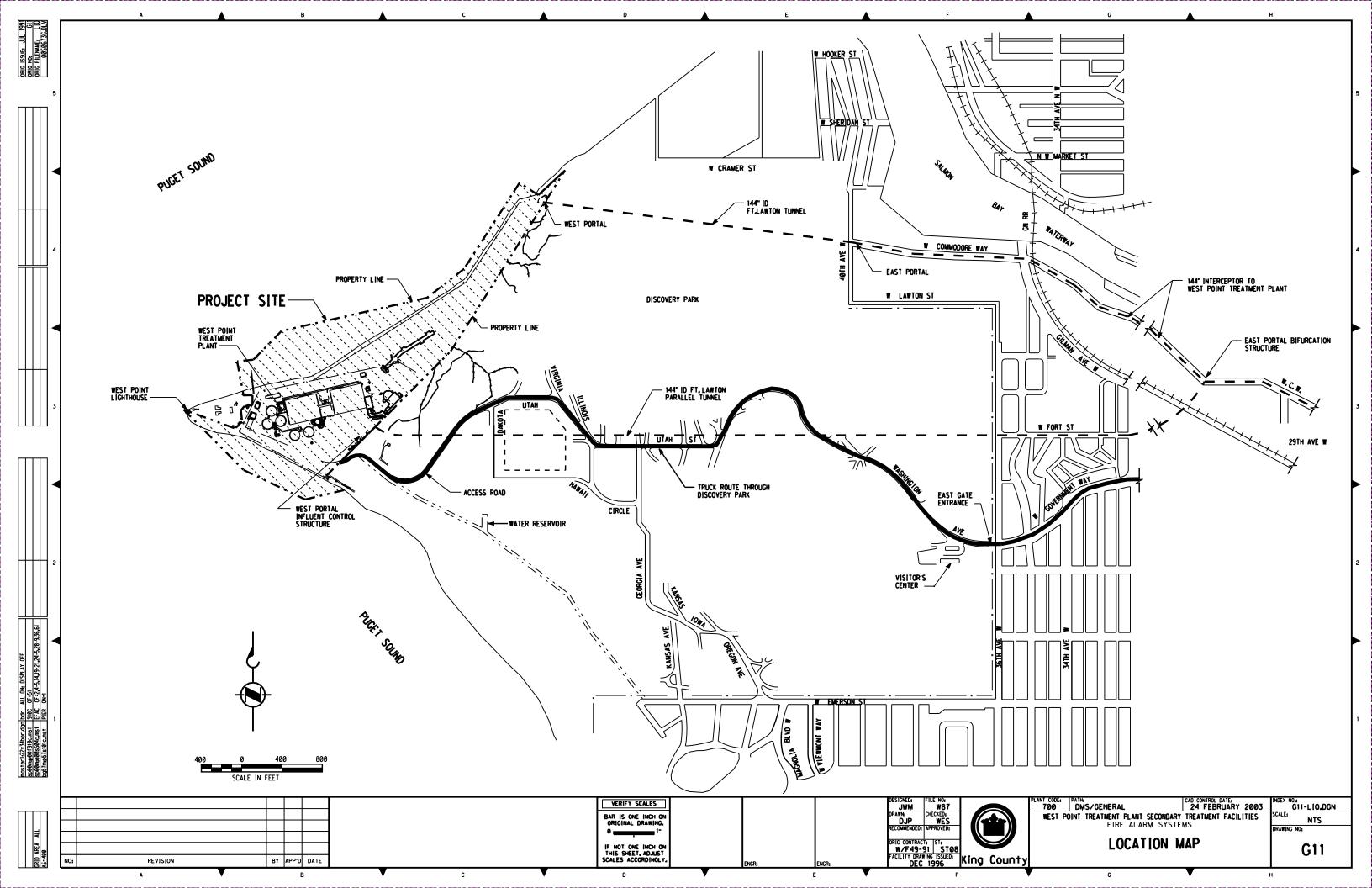
Manufacturers List Reference Drawing G 13 Reference Drawing FA03G

Item #	Contract	Component	Manufacturer	Model #
1	Admin	1/2" Galaxy Starmist Recessed Pendent	Galaxy	SG
2	Admin	1/2" Sprinkler Upright & Pendent Heads	right & Pendent Heads Star SG	
3	Admin	3" Double Interlocking Water Control Valve	/alve Star A	
4	Admin	4" Waterflow Switch	Potter	
5	Admin	Air Pressure Switch	Potter	PS 40
6	Admin	Alarm Auxiliary	Walter Kidde	
7	Admin	Common Control Board	Walter Kidde	
8	Admin	Controls Alarm Panel	Gemini	
9	Admin	Easy Rider Swing Check Valve	Viking	
10	Admin	Electric Alarm Bell	Potter	
11	Admin	Electromagnetic Door Holder/Release	FCI, Inc.	
12	Admin	Fire Alarm Bell	Walter Kidde	
13	Admin	Four Zone Detection Board	Walter Kidde	
14	Admin	Ionization Smoke Detector	Fenwal	
15	Admin	Multi-electronic Strobe Signal	Wheelock	MT-24-WM
16	Admin	Outside Screw & Yoke Valve	NIBCO	
17	Admin	Outside Screw & Yoke Valve Switch	Potter	OSYSU-A
18	Admin	Roemer Fire Dept. Connection & Fittings	Potter	
19	Admin	Sealed Lead-Acid Batteries	Power Sonic	
20	Admin	Sprinkler Supervisory Board	Walter Kidde	
21	Admin	Strobe Lamp	Wheelock	
22	Admin	Swing Check Valve	Grinnell	
23	Admin	Waterflow Pressure Switch	Potter	PS 10
24	Liquids	8" Electric Bell	Potter	PBA1208
25	Liquids	Air Compressor	Viking Corp.	D-1
26	Liquids	Brass Dry Horizontal Sidewall Sprinkler	Central	H-1
27	Liquids	Brass Dry Pendent Sprinklers	Central	A-1
28	Liquids	Brass Horizontal Sidewall Sprinklers	Reliable	HSW1

Item #	Contract	Component	Manufacturer	Model #
29	Liquids	Brass Upright and Pendent Sprinklers	Reliable	G
30	Liquids	Butterfly Valve	Milwaukee	BB-SCS02
31	Liquids	Dry Pipe Valve	Viking Corp.	Е
32	Liquids	Fire Extinguisher	Sierra Fire	SP10
33	Liquids	. Fire Hose Rack Units	Sierra Fire	1500J
34	Liquids	O.S. & Y Valve	Mueller Co.	A-2073-6
35	Liquids	O.S. & Y Valve	Mueller Co.	A-2078-6
36	Liquids	O.S. & Y Valve	United	18
37	Liquids	Pressure Type Flow Switch	Potter	PS10-2
38	Liquids	Riser Check Valve	Central	SHOTGUN-90
39	Liquids	Swing Check Valve	Mueller	A-2120-6
40	Liquids	Tamper Switch	Potter	OSYSU-42
41	Liquids	Waterflow Switch	Potter	VSR-F
42	OGADS	8" Electric Bell	Potter	PBA1208
43	OGADS	Brass Dry Horizontal Sidewall Sprinkler	Globe	J
44	OGADS	Brass Multi-level Upright Sprinkler	Central	Α
45	OGADS	Brass Upright and Pendent Sprinklers	Central	Α
46	OGADS	Chrome Pendent Sprinkler	Central	Α
47	OGADS	Fire Extinguisher	Sierra Fire	SP10
48	OGADS	O.S. & Y Valve	Mueller Co.	A-2073-6
49	OGADS	O. S. & Y Valve	Mueller Co.	A-2078-6
50	OGADS	Riser Check Valve	Central	SHOTGUN-90
51	OGADS	Swing Check Valve	Mueller Co.	A-2120-6
52	OGADS	Tamper Switch	Potter	OSYSU-42
53	OGADS	Two-Piece Chrome Escutcheon	Central	401
54	OGADS	Waterflow Switch	Potter	VSR-F
55	Plant-Wide	4- Wire Duct Detector	System	DH400ACDC
56	Renovation	1/2" Explosion Proof Solenoid Valve	GEM	

Item #	Contract	Component	Manufacturer	Model #
57	Renovation	A-2X Spray Nozzles	Viking	A-2
58	Renovation	Butterfly Valve Grinnell 800F		800FP
59	Renovation	Electric Actuation Trim #2 GEM		A-4
60	Renovation	Explosion Proof Pressure Switch GEM		B1-X
61	Renovation	Explosion Proof Tamper Switch	Potter	PIVS-U-EX
62	Renovation	Manual Control Station	GEM	F180
63	Renovation	Multimatic Horizontal Deluge Valve	GEM	A-4
64	Solids	8" Electric Bells	Potter	PBA 1208
65	Solids	Air Compressor	GAST	4LCB-21-M400X
66	Solids	Brass Horizontal Sidewall Sprinklers	Reliable	HSW1
67	Solids	Brass Upright and Pendent Sprinklers	Reliable	G
68	Solids	Electrical Heat Trace	Raychem	5XL-1CR
69	Solids	Emergency Release	Viking	
70	Solids	Fire Extinguisher	Sierra Fire	SP10
71	Solids	Fire Hose Rack Units	Sierra Fire	1500J
72	Solids	Hi-Lo Pressure Switch	Potter	PS40-2
73	Solids	Light Housing Box	Raychem	AM-BC
74	Solids	O.S. & Y Valve	Mueller Co.	A-2073-6
75	Solids	O.S. & Y Valve	Mueller Co.	A-2078-6
76	Solids	O.S. & Y Valve	United	18
77	Solids	Pilot Light	Raychem	AM-L
78	Solids	Preaction Valve	Viking	E-1
79	Solids	Pressure Operated Relief Valve	Viking	PORV
80	Solids	Pressure Type Flow Switch	Potter	PS10-2
81	Solids	Riser Check Valve	Central	SHOTGUN-90
82	Solids	Solenoid Valve	Viking	Style A
83	Solids	Strainer Orifice Check Valve	Viking	
84	Solids	Swing Check Valve	Mueller	A-2120-6

Item #	Contract	Component	Manufacturer	Model #
85	Solids	Tamper Switch	Potter	OSYSU-A2
86	Solids	Thermostat	Raychem	AMC-F5
87	Solids	Waterflow Switch	Potter	VSR-F
88	ST20A	8-Zone Initiating Circuit	Notifire	IZ-8
89	ST20A	Addressable Fire Alarm Control Panel	Notifier	AFP-1 01 0
90	ST20A	FACP Back Box	Notifire	CAB-B3
91	ST20A	Addressable Monitor Module	Notifire	MMX-1
92	ST20A	Fire Alarm Control Panel 500 Cabinet	Notifire	CAB-500
93	ST20A	Fire Alarm Control Panel	Notilire	System 500
94	ST20A	Graphic Annunciator	Kirkland	CEF-L-GR
95	ST20A	Lamp Driver Module	Notifire	LDM-32
96	ST20A	Loop Interface Board	Notifire	LIB-200
97	ST20A	Main Power Supply	Notifire	MPS-24A
98	ST20A	Manual Pull Station	Notifire	LNG-1R
99	ST20A	Multi- Tone-Horn	Notifire	MT -24-R
100	ST20A	Network Interface Board	Notifire	NIB-96
101	ST20A	Photoelectric Smoke Detector	Notifire	2451



APPENDIX E

Solids Handling Facilities and Raw Sewage Handling

APPENDIX F

King Count Holiday Schedule

APPENDIX F

KING COUNTY HOLIDAY SCHEDULE

Observed Holidays for King County*

New Year's Day (January)

Martin Luther King's Birthday (January)

President's Day (February)

Memorial Day (May)

Independence Day (July)

Labor Day (September)

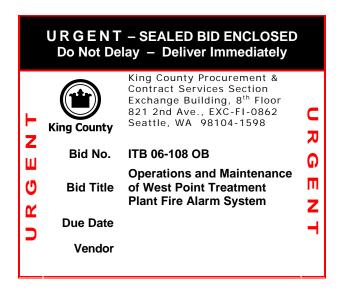
Thanksgiving and Friday (November)

Christmas Day (December)

^{*}Actual calendar dates change year to year.

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.



Attachment A

Invitation to Bid 06-108-OB

King County Contracting Opportunities Program For Goods and Services Contracts

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm or contacting the Program office at (206) 205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; <u>provided</u>, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

() Check if firm submitting Bid is a Small E County that will perform the entire contract un	conomically Disadvantaged Business Enterprise certified by King nassisted.	
Name of SEDB Business	SEDB Certification Number	
Owner Signature	Contact Person Name, Phone Number	
	Contact Person Email	